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Martin A. Mooney, Esq. (MM 8333)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

Hearing Date: October 20, 2010
Time: 9:30 a.m.

(mm 8333)

In Re:

DANIEL JOSHUA GREENBERG,

Debtor.

**NOTICE OF MOTION FOR RELIEF
FROM AUTOMATIC STAY PURSUANT
TO 11 U.S.C. SECTION 362(d)(1)**

Case No. 8-10-76154-REG
(Chapter 7)

SIRS:

PLEASE TAKE NOTICE that upon the Motion for Relief from Automatic Stay pursuant to 11 U.S.C. Section 362(d)(1), of creditor, CAB East LLC, dated September 9, 2010, the undersigned will move at a hearing to be held at the Long Island Federal Court House, 290 Federal Plaza, Courtroom No. 860, Central Islip, New York on the **20th day of October, 2010 at 9:30 a.m.** of that day, or as soon thereafter as counsel can be heard, for an Order pursuant to 11 U.S.C. Section 362(d)(1), granting such creditor relief from automatic stay, and for such other and further relief as to the Court may seem just and proper.

PLEASE TAKE FURTHER NOTICE that any party wishing to oppose or otherwise respond to the notice or motion must file a response at least seven (7) days before the return date.

DATED: September 9, 2010
Albany, New York

Yours, etc.

/s/ Martin A. Mooney
Martin A. Mooney, Esq.
DEILY, MOONEY & GLASTETTER, LLP
Attorneys for Creditor
CAB East LLC
8 Thurlow Terrace
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In Re:

DANIEL JOSHUA GREENBERG,

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**MOTION FOR RELIEF FROM
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TO 11 U.S.C. SECTION 362(d)(1)**

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(Chapter 7)

CAB East LLC, by its counsel, DEILY, MOONEY & GLASTETTER, LLP as and for a Motion for Relief from Automatic Stay pursuant to 11 U.S.C. Section 362(d)(1), states the following as grounds therefor:

1. On August 5, 2010, the debtor, above named, filed a voluntary petition in Bankruptcy under Title 11, Chapter 7, U.S.C., in the United States Bankruptcy Court, for the Eastern District of New York.
2. The Court has jurisdiction to entertain this motion under 28 U.S.C. Section 157.
3. CAB East LLC is the record owner of one (1) 2008 Land Rover RR Sport (hereinafter "vehicle") (V.I.N. SALSH23498A143491). A copy of the Certificate of Title is annexed hereto as Exhibit "A" and made a part hereof.
4. Pursuant to 11 U.S.C. Section 362(d)(1), upon the commencement of the instant bankruptcy case, CAB East LLC is stayed from taking any action against the debtor to obtain possession of the leased property.
5. On December 26, 2007, LI Automotive Group, Inc. (hereinafter "dealer"), as lessor and the debtor, as lessee, entered into a Retail Lease Agreement (hereinafter "Lease") pursuant to which the debtor leased the vehicle from the dealer at the rate of \$1094.00 per month for a term of thirty (30) months, commencing on December 26, 2007. A copy of the Retail Lease Agreement is also annexed hereto as

Exhibit "A" and made a part hereof.

6. Pursuant to the terms and provisions thereof, and for good and valuable consideration, the Lease was duly assigned by the dealer to CAB East LLC, which is now the holder and owner of same. As of September 9, 2010, the debtors were in default of the payment obligations to CAB East LLC pursuant to the terms and conditions of the Lease Agreement, as follows:

- a. Net balance due: \$59,934.80
- b. Pre-petition arrears: \$1,094.00 due for July, 2009 through May, 2010, together with applicable contractual late charges;
- c. Lease Agreement fully matured in June, 2010.

(**NOTE:** The foregoing does not represent any amounts which may be due for costs and attorneys' fees as may be allowed by the Court.)

7. CAB East LLC has ascertained that the wholesale value of the vehicle is FORTY-FOUR THOUSAND SEVENTY-FIVE and 00/100 (44,075.00) DOLLARS based on estimated value of the vehicle in average condition.

8. Pursuant to the terms and conditions of the Lease Agreement, upon the failure of the Lessee to cure any default thereunder, which include non-payment of rental charges, CAB East LLC is entitled to immediate possession of the vehicle.

9. Upon information and belief, the debtor continue to enjoy the use and possession of the leased property.

10. It is respectfully asserted that CAB East LLC's interest in the vehicle will not be adequately protected if the automatic stay is allowed to remain in effect.

11. Accordingly, sufficient cause exists to grant CAB East LLC relief from the automatic stay herein, which includes, but is not limited to, the following:

a. The debtor is in default under the terms and provisions of the Lease Agreement by, among other things, failing to make the monthly payments due thereunder;

b. The vehicle is not necessary for an effective reorganization of a bankruptcy estate;
and

d. The vehicle, by its intrinsic nature, is mobile, thereby subject to the foreseeable possibility of injury thereto by way of accident or collision.

12. It is respectfully submitted that CAB East LLC is in a more advantageous position to obtain an optimum price for the sale of the vehicle, thereby increasing the possibility of avoiding a deficiency balance on this account, thereby removing such creditor as a potential unsecured claimant in this case.

13. Alternatively, in the event relief from automatic stay is not granted, then CAB East LLC respectfully requests that the Court compel the debtor to:

(a) cure any default of payment obligations arising pursuant to the terms and conditions of the Retail Lease Agreement;

(b) continue to make payment in timely fashion thereunder,

(c) maintain adequate and continuous insurance coverage on the vehicle;

(d) providing CAB East LLC with adequate assurance of future performance, in the event the Lease is to be assumed by the debtor.

14. No prior application for the relief requested herein has been made.

WHEREFORE, CAB East LLC respectfully requests that the Court issue an Order, pursuant to 11 U.S.C. Section 362(d)(1) granting CAB East LLC relief from automatic stay in order to obtain possession and dispose of its property, and for such other and further relief as to the Court may seem just and proper.

DATED: September 9, 2010
Albany, New York

CAB EAST LLC
By Its Counsel

/s/ Martin A. Mooney
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